

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

**BRANDON CALLIER,**

**Plaintiff,**

**V.**

**SUNPATH LTD; NATIONAL CAR  
CURE LLC; NORTHCOAST  
WARRANTY SERVICES, INC.;  
JOHN DOES #1-4,**

## Defendants.

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**EP-20-CV-00106-FM**

## ORDER STAYING DEADLINES

Before the court is “Plaintiff’s Notice of Settlement in Principle and Motion to Vacate all Deadlines” (“Motion”) [ECF No. 43], filed October 19, 2020 by Brandon Callier (“Plaintiff”). Therein, Plaintiff states he and National Car Cure, LLC (“National”) reached an agreement in principle to settle all claims against National but have yet to finalize the agreement.<sup>1</sup> Plaintiff requests “that the parties are given 30 days to file the [agreement].”<sup>2</sup> While the Motion purports to seek that the court “vacate” deadlines, this appears to misstate the substance of the request, which is for additional time. The court finds a thirty-day stay is in the interest of justice and judicial efficiency.

Accordingly:

1. It is **HEREBY ORDERED** that “Plaintiff’s Notice of Settlement in Principle and Motion to Vacate all Deadlines” [ECF No. 43] is **GRANTED** to the extent that the parties will be given additional time to finalize a settlement.

<sup>1</sup> “Plaintiff’s Notice of Settlement in Principle and Motion to Vacate all Deadlines” 1, ECF No. 43, filed Oct. 19, 2020.

<sup>2</sup> *Id.*

2. It is **FURTHER ORDERED** all deadlines with respect to National Car Cure, LLC are **STAYED** until **November 30th, 2020**.
3. It is **FURTHER ORDERED** that Plaintiff and National Car Cure, LLC must submit dismissal documents no later than **November 30th, 2020**.

**SIGNED AND ENTERED** this **28th** day of **October, 2020**.

A handwritten signature in black ink, appearing to read "Frank Montalvo", written over a horizontal line.

**FRANK MONTALVO**  
**UNITED STATES DISTRICT JUDGE**